

RECEIVED
CENTRAL FAX CENTER

OCT 05 2006

REMARKS

Claims 12 and 13 have been rejected under 35 U.S.C. 103(a) as being unpatentable over Durr. Claims 1-11 and 25-33 have been allowed.

The Examiner states that he does not agree with Applicant's arguments that liner 118 of Durr is not a magazine in that a magazine is used for storing microcomponents which is expressed in claim 12 by the term packaging. The Examiner states that liner 118 acts as a magazine by being a holder for rigid shell 120 during the Durr process. The Examiner also states that it appears that the Applicant is seeking a narrower interpretation of the instant claim language that is actually required since one of ordinary skill in the art would have been aware that there would be a tendency for even a molded helmet to reproduce on its surface the compliment of any microstructure texture present on the surface of the mold being used.

It is respectfully submitted that a prima facie case of obviousness has not been presented. Regarding the scope of the claims, Applicant is not seeking a narrower interpretation of the instant claim language, but an interpretation of the claim language as defined in the specification and known to one of ordinary skill in the art as required by law. It is well settled that the language of the claims is first to be read in light of the specification, see *Allen Archery, Inc. v. Browning Mfg. Co.*, 819 F.2d 1087, 2 USPQ2d 1490, 1494 (Fed. Cir. 1987).

Moreover, this precept has been incorporated and into the MPEP, which states that "the meaning of every term used in any of the claims should be apparent from the descriptive portion of the specification with clear disclosure as to its import", see MPEP §608.01(o).

The definiteness of the language employed must be analyzed not in a vacuum, as the Examiner has done, but instead in light of the teachings of the prior art and particular application disclosure as it would be interpreted by one possessing ordinary level of skill in the pertinent art, see *In re Angstadt*, 537 F.2d 498, 190 USPQ 214, 217 (C.C.P.A. 1976) (quoting *In re Moore*, 439 F.2d 1232, 1235, 169 USPQ 236, 238 (C.C.P.A. 1971)).

The law is clear that "if the claims, read in light of the specification, reasonably

apprise those skilled in the art with of the utilization and the scope of the invention, and if the language is as precise as the subject matter permits, the courts can demand no more, see *North Am. Vaccine, Inc. v. American Cyanamid Co.*, 7F.3d 1571, 28 USPQ2d 1333, 1339 (Fed. Cir. 1993).

Accordingly, it is again respectfully submitted that one of ordinary skill in the art relating to microstructured molded parts seeking to solve the problem of how to prefabricate and package microstructured molded parts replicatively utilizing a prefabricated magazine, would reasonably be expected or motivated to look at a method for producing a football helmet as disclosed by the Durr reference. One of ordinary skill in the art would not consider a football helmet to be a microcomponent, nor a liner 118 as a magazine. The Durr reference is nonanalogous art, lacks the claimed structural relationships of the invention and steps for producing microstructured molded parts with the magazine that forms a composite including the magazine and molded parts.

Applicant' arguments regarding liner 118 being made of flexible material which is peeled away from the interior of helmet provide further evidence regarding the liner not being a magazine as defined by the specification and known in the relevant art. The flexibility of the liner would not allow the microstructured molded parts to be placed in the magazine with reproduced alignment and high position and placement accuracy as claimed in the preamble, wherein the preamble is to be considered part of the claim as set forth in MPEP §2111.02.

The Examiner states that the language of claim 12 appears to be readable on a situation where the plurality of parts is formed by repeatedly molding a single part. It is respectfully submitted that that claim 12 is not readable on such a situation and that steps a., b. and c. define that several microstructured molded parts are fabricated, the parts and magazine are simultaneously demolded as a composite, and the parts are removed from the prefabricated magazine, as set forth in steps a.-c.. As set forth in step "a.", the process includes fabricating microstructured molded parts using the prefabricated magazine, wherein the magazine carries each of the microstructured molded parts by holding contact of at least parts of the sides surfaces of the microstructured molded parts. As set forth in step b., the magazine and

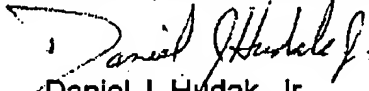
microstructured molded parts are simultaneously demolded in the form of one composite by definition must include the term microstructured molded parts. Step c. states the microstructured molded parts are removed from the prefabricated magazine. If the composite only contained a single part, the claimed plurality of "microstructured molded parts" could not be removed. The Durr reference cannot teach or suggest at least steps a.-c..

In any event, the Applicant is agreeable to the amendment of claims if desired by the Examiner that adds the word "several" before the term "microstructured molded parts" wherever used within the claims, and further to description of the composite as one magazine/molded parts composite if such amendment will further prosecution. Although as described above, Applicant's current claims are already limited and could not be readable on a situation where the plurality of parts is formed by repeatedly molding a single part.

Applicants are earnestly making an effort to further prosecution of the current application. Should the Examiner have any questions regarding this response, or any further suggestions regarding an amendment which would lead to the allowance of claims 12 and 13, a telephone call to the undersigned is greatly appreciated.

Respectfully submitted,

HUDAK, SHUNK & FARINE CO. LPA


Daniel J. Hudak, Jr.
Registration No. 47,669

2020 Front Street, Suite 307
Cuyahoga Falls, OH 44221-3257
(330) 535-2220
Attorney Docket No.: FMW-QQ-PCT-US (I 837)